

REMARKS

Claims 1-36 were originally presented in the subject application. No claims have herein been canceled, amended or added. Therefore, claims 1-36 remain in this case.

In light of the following remarks, Applicants respectfully request reconsideration and withdrawal of the grounds of rejection and objection.

Objection to Drawings

The Office Action objected to the drawings, referring to the informal drawings that were originally filed with the application.

Applicants point out that on April 9, 2001, one sheet of formal drawings and a letter to the attention of the Official Draftperson was filed, along with a response to a Notice to File Missing Parts. Attached hereto is a copy of the letter and drawing, along with a copy of the postcard stamped by the USPTO as received on April 12, 2001.

Upon a review of the file in light of the objection, it was discovered that no written review by the Official Draftperson was ever received in response to the submission of the formal drawing. The Examiner is requested to let Applicant's undersigned representative know if such a review is present in the USPTO file, and, if not, whether it should be resubmitted to the Official Draftperson.

35 U.S.C. §102(e) Rejection

The Office Action rejected claims 1-36 as allegedly anticipated by Conklin et al. (U.S. Patent No. 6,338,050). Applicants respectfully, but most strenuously, traverse this rejection.

By its own description, Conklin et al. is directed to providing an online forum for negotiations between parties, such as buyers and sellers. Applicants submit that in the time line of buying and selling, Conklin et al. takes place before the present invention. The claims of the present application all recite an "entitled price," and not simply a price, which is not

disclosed, taught or suggested in Conklin et al. As set forth in the present specification at, for example, page 2, lines 9-16, an entitled price is one that, for example, has already been negotiated between a volume buyer and a seller. Thus, the present claims presume an already existing entitled price, whereas Conklin et al. focuses on providing a forum for agreeing on price and other variables.

Claim 1 recites, for example, electronically sending by a requestor a request for an entitled price from a public electronic environment. Against this aspect of claim 1, the Office Action cites to Conklin et al. at column 23, lines 19-36. However, the cited section of Conklin et al. merely sets forth the environment in which the negotiations engine operates. Again, there is no disclosure, teaching or suggestion of an entitled price. The whole point of the negotiations engine is so that variables like price can be agreed upon, but the noted aspect of claim 1 presumes an entitled price already exists and a request therefor is sent from a public electronic environment by the requestor.

Claim 1 further recites, as another example, automatically routing the request to a private electronic environment. Against this aspect of claim 1, the Office Action cites to Conklin et al. at column 18, lines 38-47, emphasizing “private networks within a corporation.” The cited section mentions use of the invention therein over the Internet or inside private networks within a corporation. In contrast, claim 1 makes clear that the request emanates from a public electronic environment and is automatically routed to a private electronic environment. In short, public-to-private (claim 1) is different from public-to-public or private-to-private. There is no disclosure, teaching or suggestion of this aspect of claim 1 in the cited section of Conklin et al.

As still a further example, claim 1 recites obtaining the entitled price within the private electronic environment while the requestor waits. Against this aspect of claim 1, the Office Action sites to the Conklin et al. abstract. However, again, this merely describes an environment where variables such as price are negotiated. As noted above, the entitled price in claim 1 is a preexisting price. It is important to note again that the claim does not simply recite “price,” but rather, “entitled price,” which is described in the specification.

Therefore, Applicants submit that claim 1 cannot be anticipated by or made obvious over Conklin et al.

Claims 13 and 25 contain similar limitations to those argued above with respect to claim 1. Thus, the remarks above apply equally to those claims. Therefore, claims 13 and 25 also cannot be anticipated by or made obvious over Conklin et al.

CONCLUSION

Applicants submit that the dependent claims are allowable for the same reasons as the independent claims from which they directly or ultimately depend, as well as for their additional limitations.

Applicants acknowledge the references cited in the Office Action, but not substantively applied. However, Applicants submit that the pending claims are patentable thereover as well.

For all the above reasons, Applicants maintain that the claims of the subject application define patentable subject matter and earnestly request allowance of claims 1-36.

If a telephone conference would be of assistance in advancing prosecution of the subject application, Applicants' undersigned attorney invites the Examiner to telephone him at the number provided.



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